

Bartier Perry Pty Limited

Online Services – General Terms

If you use any of our online services, including those services provided through our website at www.bartier.com.au/online-services/ (or through any other means), then you agree that these General Terms will apply to our provision of online services to you and any additional work we perform for you.

1. Billing arrangements

Where we indicate that the fees for our online services are fixed fees, you agree to pay those fixed fees in accordance with the times set out in our online registration forms or as otherwise indicated to you.

For any other work you ask us to do, in addition to the online services, our usual policy is to issue a tax invoice on a monthly basis and at the conclusion of the work but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable within the time stated on the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

The calculation of our legal fees for any additional work will be based on the amount of time taken by our legal practitioners and paralegals to do the work. We calculate time in six-minute increments and we review our hourly rates on an annual basis. Our current charges are at the following hourly rates:

| | GST incl | GST excl |
|------------------|---------------------|---------------------|
| Partner | \$632.50 | \$575.00 |
| Special Counsel | \$632.50 | \$575.00 |
| Senior Associate | \$539.00 | \$490.00 |
| Associate | \$478.50 - \$506.00 | \$435.00 - \$460.00 |
| Senior Lawyer | \$390.50 - \$412.50 | \$355.00 - \$375.00 |
| Lawyer | \$352.00 - \$379.50 | \$320.00 - \$345.00 |
| Senior Paralegal | \$275.00 | \$250.00 |
| Paralegal | \$236.50 | \$215.00 |

2. Interest charges

Interest at the maximum rate prescribed in Rule 75 of the *Legal Profession Uniform General Rules 2015 (Uniform General Rules)* (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) may be charged on any amounts unpaid after the expiry of the due date for payment as stated on the tax invoice we issue to you. Our tax invoices will specify the interest rate to be charged.

3. Your rights

You have a right to:

- negotiate a costs agreement with us;
- negotiate our billing method (for example, by reference to timing or task);
- receive a bill from us;
- request an itemised bill if our bill is a lump sum or is only partially itemised;
- seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- accept or reject any offer we make for an interstate costs law to apply to your matter; and
- notify us that you require an interstate costs law to apply to your matter.

4. Additional rights

On request and at your cost, we will provide a written report on the progress of the work.

On reasonable request we will provide, without charge, a written report of legal costs incurred to date or since the last bill.

If you dispute the legal costs in a bill, you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

5. Trust money

We may ask you to pay us some money in advance to be held in our trust account for our estimated legal costs or payments which will be made to others.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf.

Subject to any agreed exception, you authorise us to:

- receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work; and
- pay ourselves our legal costs in accordance with the provisions of Rule 42 of the Uniform General Rules.

6. Retention of your documents

On completion of any online services or other work we do for you, or following termination (by either party) of our services, we will retain your documents for seven years. You agree that we may destroy any of your or our files and documents relating to the work after those seven years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely.

We may retain your documents until all costs are paid.

omissions and whether such liability is owed by or to more than one party to which this clause applies.

7. Termination

You may terminate this agreement at any time.

We will not be obliged to continue to do any work for you if:

- (a) you do not pay our legal costs when due;
- (b) you do not pay us money on account as requested;
- (c) you do not give us proper, adequate and timely instructions;
- (d) you do not accept our advice;
- (e) you engage another law practice to advise you on the work without our consent;
- (f) you request us to do additional work and do not agree to our then current rates for our professional work and provision of our office services;
- (g) we have a conflict of interest;
- (h) you lose confidence in us; or
- (i) for any other just cause.

We will give you seven days' notice of our intention to terminate this agreement. We are not obliged to do any work during that period.

If either of us terminate this agreement, you must pay our total legal costs up to the date of termination. If our total legal costs are fixed or agreed then you must pay that part of our legal costs which we estimate has been incurred up to the date of termination.

8. Limitations of our liability

Contract, tort or equitable relief

Our total aggregate liability, including that of our employees, agents and contractors to you as our client (and any person claiming under or through you) arising from, related to, in connection with, or in any way involving:

- (a) the performance or non-performance of any work we have been asked to do for you; or
- (b) any act, default or omission in connection with the relationship created by our work and this agreement

will not exceed 10 million dollars.

In this section:

- (c) **liability** (in the phrase 'total aggregate liability') means liability however arising in contract, in tort or in equity and whether the conduct giving rise to such liability was wilful, negligent or otherwise and whether such liability arose in New South Wales or in some other jurisdiction; and
- (d) **aggregate liability** means all liability, whether such liability arises from one or more claims, events, circumstances, acts, representations, defaults or

Statute

Additionally, where our liability arises under legislation (including but not limited to the *Competition and Consumer Act 2010* (Cth)), then to the extent permissible by law, our liability is limited to supplying our services again or paying the cost of having the services supplied again.

Professional standards legislation

Bartier Perry Pty Limited is a corporation and not a partnership. All legal practitioners (including those described as partners) are employed by Bartier Perry Pty Limited and their liability is also limited by a scheme approved under *Professional Standards Act 1994* (NSW).

9. Privacy

We may need to collect personal information from you in order to perform the online services or additional work. We collect all personal information in accordance with our privacy policy.

Our privacy policy is available on our website www.bartier.com.au or on request.

Individuals have a qualified right of access to their own personal information.

10. Governing law

The law of New South Wales governs these terms and legal costs in relation to any matter on which we are instructed to act.

11. Covid-19

Market disruption resulting from Covid-19 pandemic (market disruption) may materially and adversely affect our ability to provide our services under this agreement.

- (a) During market disruption, each party to this agreement must implement appropriate mitigation measures to enable us to perform our services and to limit any potential adverse impact resulting from market disruption.
- (b) If, as a result of market disruption, the performance of our services is delayed or otherwise adversely affected, we will not be liable for any loss resulting from the delay in, or adverse effect on, the performance of our services. We will use our best efforts to inform you of any extension of time which may be required to perform our services.
- (c) During market disruption, if we consider that you are unable to implement appropriate mitigation measures for us to perform our services or we are unable to



perform our services, we may terminate this agreement in accordance with clause 7 above.